

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: :
MING LIE : **BK. No. 18-11814 AMC**
KI KI LIE :
Debtors : **Chapter No. 13**

LSF10 MASTER PARTICIPATION TRUST
Movant

v.

MING LIE **11 U.S.C. §362**
KI KI LIE
Respondents

NOTICE OF FORBEARANCE AGREEMENT DUE TO THE COVID-19 PANDEMIC

Now comes Creditor (“Creditor”), by and through undersigned counsel, and hereby submits this Notice of Forbearance Agreement to the Court regarding the Debtors’ request for mortgage payment forbearance based upon a material financial hardship caused by the COVID-19 pandemic.

The Debtors recently requested a forbearance period of 3 months in which the Debtors will not tender mortgage payments to Creditor that would come due on the mortgage starting April 1, 2020 through June 1, 2020. Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period after the forbearance plan ends. Furthermore, Creditor does not waive its rights under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect any post-petition escrow shortage. During the forbearance period Creditor may continue to file notices in compliance with Fed. Rule Bankr. P. 3002.1.

Because of the uncertainties surrounding how long this pandemic will last, Creditor will work with Debtors or Debtors' counsel to determine when Debtors will be able to resume making mortgage payments and when/how the Debtor will cure the delinquency created by the forbearance period ("forbearance arrears"). Once the forbearance plan ends and the Creditor and Debtors or Debtors' counsel agree on an appropriate repayment or loss mitigation program, Creditor will file a notice or an amended/supplemental claim consistent with local practice.

Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the Mortgage, including, but not limited to, a lapse in insurance coverage or non-payment of property taxes.

/s/ Jerome Blank, Esquire

Jerome Blank, Esq., Id. No.49736

Phelan Hallinan Diamond & Jones, LLP

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April 30, 2020

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CERTIFICATE OF SERVICE

I hereby certify that service upon all interested parties, indicated below was made by sending true and correct copies of the Notice of Forbearance by electronic means on April 30, 2020.

WILLIAM C. MILLER, ESQUIRE (TRUSTEE)
P.O. BOX 1229
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MING LIE
2314 SOUTH 21ST STREET
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ZACHARY PERLICK, ESQUIRE
1420 WALNUT STREET, SUITE 718
PHILADELPHIA, PA 19102

KI KI LIE
2314 SOUTH 21ST STREET
PHILADELPHIA, PA 19145-3418

UNITED STATES TRUSTEE
OFFICE OF THE U.S. TRUSTEE
200 CHESTNUT STREET
SUITE 502
PHILADELPHIA, PA 19106

/s/ Jerome Blank, Esquire
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April 30, 2020